

General Release of Liability and Indemnity Agreement

I, the undersigned, HEREBY **RELEASE** all persons or entities connected with 946 Bushwick Avenue, LLC, including but not limited to 946 Bushwick Avenue, LLC, Graham Jones, Benjamin Sopkin, and Safeguard Realty Mgmt, Inc. from **ALL LIABILITY** for any injuries, death, or damages and from any claim by me, my family, estates, heirs and assigns arising in any way from my participation and use of the stair lift in the real property commonly known as 946 Bushwick Avenue, Brooklyn, NY 11221, during the period the elevator will be decommissioned for the repair and removal of violations, as well as any allowances of time for, including but not limited to an inspection by the New York City Department of Buildings, and thereafter if I choose to use the stair lift, to the extent caused by any negligence or intentional act or omission caused or created, in whole or in part, by me, my family, estates and heirs. In addition, I contractually **PROMISE NOT TO SUE** all persons or entities connected with 946 Bushwick Avenue, LLC, including but not limited to 946 Bushwick Avenue, LLC, Graham Jones, Benjamin Sopkin, and Safeguard Realty Mgmt, Inc. for any injuries, defects, or death in connection with any alleged negligence caused or created, in whole or in part, by me, my family, estates, and heirs. Under no circumstances shall I be liable to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of another party including the landlord, its agents, and/or third party. In the event of joint, concurrent, or comparative negligence of fault on the part of the party that is liable, my liability with respect to such indemnity obligation shall be limited to my relative degree of fault.

In addition, the undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** all persons or entities connected with 946 Bushwick Avenue, LLC, including but not limited to 946 Bushwick Avenue, LLC, Graham Jones, Benjamin Sopkin, and Safeguard Realty Mgmt, Inc., its representatives, agents, affiliates, officers, directors, and servants and employees of and from any claim, action, harm, injury, damage or loss to persons and/or property arising from my participation and use of the stair lift to the extent caused by any negligence or intentional act or omission caused or created, in whole or in part, by me, my family, estates and heirs. Under no circumstances shall I be obligated to indemnify any party to the extent that the injury, loss, or damage was caused by the negligence or willful misconduct of another party including the landlord, its agents, and/or third party. In the event of joint, concurrent, or comparative negligence of fault on the part of the party to be indemnified, my liability with respect to such indemnity obligation shall be limited to my relative degree of fault.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This GENERAL RELEASE of LIABILITY and INDEMNITY AGREEMENT may not be changed orally.

In Witness Whereof, the RELEASOR has caused this GENERAL RELEASE of LIABILITY and INDEMNITY AGREEMENT to be executed on this 2nd day of February, 2017.

Maria Collado
Maria Collado

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 2nd day of February 2017, before me the undersigned, a Notary Public in and for said State, personally appeared, Maria Collado, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacities, and that by her signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Lina Lee
Notary Public

Jose Collado
Jose Collado

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 2nd day of February, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared, Jose Collado, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Lina Lee
Notary Public


Marino Lalane

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 2nd day of February, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared, Marino Lalane, personally known to be or proved to me on the basis of satisfactory evidence to be the individual(s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




Notary Public